

Exhibit B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
- - -
MABVAX THERAPEUTICS)
HOLDINGS, INC.,)
)
Plaintiff,)
) No. 37-2019-00018398
vs.) CU-SL-CTL
)
BARRY HONIG, et al.,)
)
Defendants.)
)

DEPOSITION OF
JOHN DAVID HANSEN, VOLUME I
Monday, January 17, 2022

Reported By:
MICHELLE K. BAILEY
RPR, CSR No. 10713
Job No. 5032741
Pages 1 - 274

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

- - -

MABVAX THERAPEUTICS)
HOLDINGS, INC.,)
Plaintiff,)
vs.) No. 37-2019-00018398
BARRY HONIG, et al.,) CU-SL-CTL
Defendants.)

Deposition of JOHN DAVID HANSEN, VOLUME I,
taken on behalf of the Defendants, beginning at 9:07
a.m., and ending at 6:05 p.m., on Monday,
January 17, 2022, before MICHELLE K. BAILEY, RPR, CSR
No. 10713.

1 APPEARANCES:

2 For the Plaintiff MabVax Therapeutics Holdings, Inc.:

3 BAKER BOTTS

4 BY: JONATHAN A. SHAPIRO, ESQ.

BRIAN C. KERR, ESQ.

5 JULIE RUBENSTEIN, ESQ.

BYRON BECKER, ESQ.

6 101 California Street

Suite 3600

7 San Francisco, California 94111

415.291.6200

8 jonathan.shapiro@bakerbotts.com

9
10 For Cross-Defendants John David Hansen
and Gregory P. Hanson:

11 COOLEY LLP

12 BY: PETER M. ADAMS, ESQ.

KOJI F. FUKUMURA, ESQ.

13 LINH K. NGUYEN, ESQ.

BRIAN M. FRENCH, ESQ.

ZACHARY WILLIAMS, ESQ.

14 4401 Eastgate Mall

San Diego, California 92121

15 858.550.6008

padams@cooley.com

16
17 For the Defendants Robert Prag; The Del Mar Consulting
Group, Inc.; The Del Mar Consulting Group, Inc.

18 Retirement Plant Trust:

19 KEENEY WAITE & STEVENS

20 BY: BRIAN L. FRARY, ESQ.

402 West Broadway

Suite 1820

21 San Diego, California 92101

619.238.1661

22 frary@keenlaw.com

1 APPEARANCES (continued):
2

3 For the Defendants Barry Honig; GRQ Consultants, Inc.;
4 GRQ Consultants, Inc. 401K; GRQ Consultants, Inc. ROTH 401K
5 FBO Barry Honig; GRQ Consultants, Inc. ROTH 401K
6 FBO Renee Honig; Barry and Renee Honig Charitable
7 Foundation, Inc.; Southern Biotech, Inc.; John Stetson;
8 HS Contrarian Investments LLC:

9 SHEPPARD MULLIN RICHTER & HAMPTON, LLP

10 BY: ROBERT D. WEBER, ESQ.

11 KRISTIN HOUSH, ESQ.

12 1901 Avenue of the Stars

13 Suite 1600

14 Los Angeles, California 90067

15 858.720.8900

16 rweber@sheppardmullin.com

17 For the Defendants OPKO Health, Inc., and Steven Rubin:

18 AKERMAN, LLP

19 BY: SAMANTHA J. KAVANAUGH, ESQ.

20 98 SE 7th Street

21 Suite 1100

22 Miami, Florida 33131

23 305.982.5643

24 samantha.kavanaugh@akerman.com

25 For the Defendants Michael Brauser; Grander Holdings,
Inc.; Grander Holdings, Inc. 401K:

RICHARD AND RICHARD, P.A.

BY: MELISSA L. MACKIEWICZ, ESQ.

825 Brickell Bay Drive

Tower III, Suite 1748

Miami, Florida 33131

305.374.6688

melissa@richardandrichard.com

1 APPEARANCES (continued):

2
3 For the Defendants Mark Groussman; Melechdavid, Inc.;
4 Melechdavid, Inc. Retirement Plan:

5 BAKER & MCKENZIE, LLP
6 BY: EDWARD TOTINO, ESQ.
7 BENJAMIN W. TURNER, ESQ.
8 10250 Constellation Blvd.
9 Suite 1850
10 Los Angeles, California California
11 310.201.4728
12 edward.totino@bakermckenzie.com
13

14 For Defendants Phillip Frost; Frost Gamma Investments
15 Trust:

16 MORVILLO ABRAMOWITZ GRAND IASON & ANELLO, PC
17 BY: ROBERT J. ANELLO, ESQ.
18 565 Fifth Avenue
19 New York, New York 10017
20 212.880.9520
21 ranello@maglaw.com
22

23 ALSO PRESENT:

24 Jordan Bruce, videographer
25 Robert Prag
Robert Honig
John Stetson
Mark Groussman
Michael Brauser

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS: JOHN DAVID HANSEN

PAGE

EXAMINATION BY MR. WEBER

10

E X H I B I T S

EXHIBIT NO.

DESCRIPTION

PAGE

Exhibit 1	MabVax 2014 Form 10-K	25
Exhibit 2	MabVax 2015 Form 10-K	30
Exhibit 3	MabVax 2016 Form 10-K	31
Exhibit 4	MabVax 2017 Form 10-K	33
Exhibit 5	MabVax 2018 Form 10-Q	34
Exhibit 6	Second Amended Complaint	44
Exhibit 7	SEC Form 4 for John Hansen, dated 4/4/2016	115
Exhibit 8	E-mail from John David Hansen to Mr. Honig and Mr. Stetson, dated 8/25/2015	134
Exhibit 9	Letter from MabVax to Stockholders, dated 9/2/2016, signed by John David Hansen	149
Exhibit 10	E-mail exchange between John David Hansen and Ken Cohen, dated 1/5/2017 through 1/6/2017	151
Exhibit 11	Letter Agreement, dated 1/6/2016	155
Exhibit 12	E-mail exchange between John David Hansen and John Stetson, dated 4/28/2017	167

I N D E X
(Continued)

E X H I B I T S

EXHIBIT NO.	DESCRIPTION	PAGE
Exhibit 13	E-mail exchange, dated 4/30/2017 through 5/1/2017	173
Exhibit 14	E-mail Exchange, dated 6/29/2017 through 6/30/2017	178
Exhibit 15	Letter from MabVax to Mr. Stetson, dated 8/9/2017	192
Exhibit 16	MabVax SEC Form 8-K, dated 5/21/2018	196
Exhibit 17	Board Meeting Minutes, dated 4/16/2018	204
Exhibit 18	Verified Petition for Relief Under 8 Delaware Code 205	209
Exhibit 19	Letter from Oxford Finance, dated 8/14/2018	218
Exhibit 20	E-mail from Oxford, dated 10/16/2018	223
Exhibit 21	Second Amended Complaint	235
Exhibit 22	Seeking Alpha Blog Post by John Ford, dated 7/1/2015	256
Exhibit 23	E-mail from John Ford, dated 6/21/2015	259
Exhibit 24	Ford's Draft Article	260
Exhibit 25	Ford's Draft Article with Edits	262
Exhibit 26	Additional Comments on Ford's Draft Article	266

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X
(Continued)

QUESTIONS INSTRUCTED NOT TO ANSWER	PAGE	LINE
	77	6
	77	21
	108	4
	211	4
	269	1

1 MONDAY, JANUARY 17, 2022

2 9:07 A.M.

3
4 THE VIDEOGRAPHER: Good morning. We are now on
5 the video record at 9:07 a.m., on January 17th, 2022.
6 This begins Media 1 in the remote video deposition of
7 John David Hansen, taken in the matter of MabVax
8 Therapeutics Holdings, Incorporated, versus Barry Honig,
9 et al. This case is filed in the Superior Court of the
10 State of California, in the County of San Diego.

11 This deposition is being held via Zoom video
12 conferencing. My name is Jordan Bruce, and I'm the
13 videographer. And the court reporter is Michelle
14 Bailey, both on behalf of Veritext.

15 Please note that all appearances will be noted
16 on the stenographic record.

17 And now would the court reporter please swear
18 in the witness.

19
20 JOHN DAVID HANSEN,
21 having first been duly sworn
22 by the reporter, was examined
23 and testified as follows:
24

25 ///

1 I may have to blow this up. Make this a little larger.

2 Do you recall sending this e-mail on
3 August 25th, 2015, to Mr. Honig and Mr. Stetson?

4 A. I don't remember exactly, but it is something
5 that I sent. And I don't -- until I look at the date
6 here, I wouldn't know when I sent it. But it was sent
7 on August 25th, yes.

8 Q. Okay.

9 Now, I notice that in the "To" line, t-o colon,
10 of the e-mail, it's addressed to Mr. Honig and
11 Mr. Stetson, but then the first line of the body of the
12 e-mail says, "Dear Dr. Frost and Steve Rubin."

13 A. Uh-huh.

14 Q. Can you explain why that is, if you recall?

15 A. Yes. I was directed by Mr. Honig to draft an
16 e-mail that could be sent to Dr. Frost and Steve Rubin.

17 Q. Okay.

18 So you drafted this e-mail having in mind that
19 it would be forwarded to Dr. Frost and Steve Rubin at
20 some point?

21 MR. ADAMS: Objection.

22 THE WITNESS: Yes.

23 BY MR. WEBER:

24 Q. Okay.

25 On the second page under -- you see there's a

1 section, progress to date, there's a line that reads:
2 "Earlier" -- maybe the third sentence -- "earlier we
3 reported that a license to Juno would be completed
4 midyear."

5 Do you see that?

6 A. Yes, I do.

7 Q. Did you write that?

8 A. Yes, I did.

9 Q. Do you recall where -- you say "we reported."
10 Are you referring to MabVax when you use the pronounce
11 "we"?

12 A. Yes.

13 Q. Do you recall where MabVax reported that a
14 license with Juno would be completed midyear?

15 A. I believe it would be in one of the amendments
16 to the options agreement which we filed, which would
17 have indicated that the June 30th date was the date
18 selected by Juno, at the time by which we would have the
19 license agreement completed.

20 Q. Of course, I think you said -- well, strike
21 that. You already testified.

22 I'm going to put this away.

23 How is MabVax introduced to Oxford finance?

24 A. So in a -- let me back up. There's a longer
25 explanation here, and I think you're going to have to

1 give me some time to explain.

2 So my understanding is is that a person by the
3 name of Chad Norman wrote an e-mail to Mr. Honig
4 indicating that he just left one debt financing firm,
5 Hercules, and had gone out and started his own firm.
6 And then an e-mail came back from Honig to Chad Norman
7 indicating that, well, why don't you give me a call. I
8 might have an idea. So there was apparently a call.

9 And then the next time I see an e-mail is
10 Mr. Honig saying that he would like this company that
11 Chad Norman is now affiliated with, Credo 180, to go
12 ahead and begin working on a debt financing for MabVax.
13 At this point in time, I did not know that Mr. Honig was
14 already contemplating debt financing for MabVax.

15 I then saw the e-mail train -- chain and talked
16 to Mr. Honig about it, and Mr. Honig told me that there
17 really wasn't a choice. He wasn't going to give a
18 consent to further financing. The only financing he
19 would give a consent to would be a debt financing.

20 He had then worked with Mr. Norman to carve out
21 or at least put together a term sheet for \$10 million
22 debt financing. And Mr. Norman's job was then, along
23 with his bank there, Credo, was to solicit interest from
24 a variety of financing firms. So he ended up, under an
25 NDA with a variety -- I don't remember exactly the

1 number, but it was probably four, five, or six debt
2 financing firms, of which Oxford was one. And Oxford
3 eventually was the only one that was willing to engage
4 in a substantive discussion regarding a debt finance.

5 Q. Do you remember who the other debt financiers
6 were with whom you had preliminary discussions?

7 A. I don't remember the names. What I do remember
8 is is that they were all mainstream large debt financing
9 firms.

10 Q. And from where did you get that last of names?

11 A. Those were proposed by either Mr. Honig or
12 Mr. Norman.

13 Q. Would you consider Oxford to be a mainstream
14 large debt financing firm?

15 A. Yeah, I would.

16 Q. And who were your principal contacts at Oxford?
17 I mean -- by "you," I mean MabVax.

18 A. There was both a local group and a corporate
19 group. The local group was headed by a man by the name
20 of Chris Herr, and there a variety of people that
21 supported him locally. The folks in the corporate that
22 eventually negotiated the license -- the debt financing,
23 I don't remember their names.

24 Q. What discussions did you have with MabVax's
25 board of directors about entering into a debt financing

1 agreement at that time. And by "that time," I mean late
2 2015, early 2016.

3 A. Well, I presented it to the board as it was
4 presented to me, which was this is the only path forward
5 to raise additional capital for the company; that Barry
6 had clearly indicated that he was not going to give his
7 consent to any other kind of financing; and that this
8 was it. And he wouldn't give his consent to other kinds
9 of financing if we went outside of the investor group
10 that had the consent.

11 Q. How did he make that clear to you, what you
12 just said? Did he put --

13 A. I believe --

14 Q. Did he put it in a letter?

15 A. I believe it's in an e-mail as well as
16 certainly telephone conversations.

17 Q. Okay.

18 Ultimately, Oxford financed, extended a loan to
19 MabVax; correct?

20 A. Correct.

21 Q. And Oxford agreed to loan MabVax up to
22 \$10 million; correct?

23 A. Up to \$10 million in two projects.

24 Q. Right.

25 And what was the interest rate, if you recall?

1 A. Off the top of my head, I don't remember, other
2 than it was probably in the 10-plus percent range.

3 Q. Okay.

4 And was there a term on the loan? And by
5 "term," I mean the period of time by which it needed to
6 be repaid.

7 A. If there was, I don't remember what it was.

8 Q. Okay.

9 Was the loan secured by certain properties of
10 MabVax?

11 A. Yes. Pretty much all of our assets except for
12 the IP.

13 Q. And there were various conditions that were
14 associated with the loan, including monthly reporting
15 that MabVax had to give Oxford and provision of
16 financial statements on a regular basis; correct?

17 A. Yes.

18 Q. Did the loan agreement contain a provision that
19 required MabVax to obtain Oxford's consent prior to
20 MabVax undertaking certain transactions?

21 MR. ADAMS: Vague.

22 THE WITNESS: Yes.

23 Sorry.

24 MR. ADAMS: You can answer the question.

25 ///

1 BY MR. WEBER:

2 Q. I think the answer was "yes"?

3 A. Yes.

4 MR. ADAMS: You got to give me a moment to try
5 to spit it out before you answer.

6 BY MR. WEBER:

7 Q. And what did you understand Oxford's consent
8 right to be?

9 A. They could block transactions if they did not
10 give a consent to a particular financing that would
11 reduce the collateral against which the loan was made.

12 Q. Okay.

13 So that would apply to any attempt by MabVax to
14 sell an asset which was collateralized by the loan?

15 A. Yes. That's right.

16 Q. Did Oxford need to give consent to other
17 financing activities of MabVax?

18 A. I do not believe so.

19 Q. Now, Oxford did fund the first \$5 million
20 tranche of that loan; correct?

21 A. Correct.

22 Q. Do you recall when MabVax received that
23 \$5 million?

24 A. It was early in the year. I don't remember the
25 date. But it was probably in the -- it could have been

1 anywhere from early -- late January to sometime
2 February.

3 Q. And in order for MabVax to receive the second
4 tranche of \$5 million, there were two principal
5 conditions that needed to be met. The first was that
6 MabVax needed to be listed on a national stock exchange;
7 correct?

8 A. Correct.

9 Q. And the second condition was that MabVax needed
10 to show positive interim data on its phase 1 trial;
11 correct?

12 A. By September 30th. Correct.

13 Q. And that was the 5B1 trial; correct?

14 A. Phase 1A of the 5B1 trial.

15 Q. And that term -- those two terms that I just
16 asked you about, those were written into the actual
17 language of the loan agreement; right?

18 A. Correct.

19 Q. Now, MabVax did meet the first condition. It
20 was listed on the MabVax stock exchange in August of
21 2016; right?

22 MR. SHAPIRO: Objection.

23 THE WITNESS: Correct.

24 BY MR. WEBER:

25 Q. When did MabVax request Oxford to provide the

1 second tranche of \$5 million?

2 A. We began discussions with Oxford regarding the
3 second tranche, I remember, in September. And we had
4 notified them that we had good data but that the -- we
5 weren't able to give a final conclusion to the phase 1A
6 clinical file until all the patients had gone through
7 all of the safety assessment. So we would be late in
8 reporting out the clinical trial results.

9 Q. When you said that you notified Oxford about
10 that, how -- in what manner did you provide that
11 notification? What I mean by that was, did you send
12 them a letter? An e-mail? Anything in writing?

13 A. Primarily, when we had our regular update
14 meetings with Oxford, which at that time were occurring
15 more frequently, we were -- in those update meetings, we
16 provide the financial information, and we'd also talk
17 about where we were with the clinical file and making
18 sure they understood where we were. So those were
19 mostly verbal updates.

20 Q. Did you send Oxford anything -- strike that. I
21 was about to ask a terrible, objectionable question,
22 which I withdraw.

23 Did MabVax ever send Oxford in writing a
24 request to fund the second \$5 million tranche of the
25 loan?

1 A. To the best of my knowledge, no, we did not.

2 Q. Okay.

3 Did MabVax orally ask Oxford to fund the second
4 tranche of \$5 million of the loan?

5 A. We were asking for that, yes, in the context
6 that we thought that we had good data and it would be
7 reported late. And we were trying to make the case that
8 it would still be valid.

9 Q. So when you say "we were asking for that," who
10 is the "we" who asked?

11 A. Well, that was MabVax.

12 Q. Who at MabVax? What human beings?

13 A. That would be myself and Mr. Hansen.

14 Q. Greg Hanson?

15 A. Yes.

16 Q. Okay.

17 So you go had a -- were these meetings with
18 Oxford in person or on teleconference?

19 A. Most by teleconference.

20 Q. Okay.

21 So you and Greg Hanson were on a teleconference
22 with Oxford during which one of you asked Oxford to fund
23 the second \$5 million tranche of the loan?

24 A. I think the word should be -- go ahead.

25 MR. SHAPIRO: I just want to say objection.

1 If you can answer the question, kindly do.

2 THE WITNESS: Yes. I think the word that we
3 would use was "consider." Because we understood that we
4 would report data later than the September 30th time
5 point. So we asked them to consider extending the -- or
6 funding the second tranche of the financing.

7 BY MR. WEBER:

8 Q. Who at Oxford was on this phone call that
9 you're describing to me you?

10 A. These were the local Oxford people, including
11 Chris Herr and a variety of others, but I can't give you
12 their names there today.

13 Q. Well, you gave me Chris Herr.

14 A. Yes. I do remember him.

15 Q. Is there any other person at Oxford whose name
16 you can recall that participated in telephone discussion
17 in which you and Mr. Hansen requested the additional
18 \$5 million tranche of funds?

19 A. Off the top of my head, I don't have their
20 names. There were two others that I remember speaking
21 to frequently regarding all these updates.

22 Q. Would Luke Pohlman be one of those people?

23 A. Yes. Now that you mention it, yes.

24 Q. What about the Dave Hickman?

25 A. Yes. Those are the two that I remember.

1 Q. Okay.

2 So were the two of them participants in the
3 telephone -- was it one telephone conference that you
4 were describing, or are there more than one in which --

5 A. One --

6 Q. Let me get the full question out.

7 -- in which you and Mr. Hansen asked Oxford to
8 fund the second \$5 million tranche of the loan?

9 A. Any others? No. Those would be the primary
10 ones. And we would -- I think we started -- we started
11 to raise this question and ask for consideration
12 multiple times during multiple teleconferences during
13 the month of September.

14 Q. What was Oxford's response?

15 A. There was no answer. The local folks had told
16 us that they were not in power to make the decision and
17 that that was a corporate decision and that they would
18 inquire with corporate.

19 Q. And who was corporate, to your understanding?

20 A. The folks that eventually we met with were the
21 chief credit officer and the COO of Oxford. I don't
22 have their names right off the top of my head, but
23 those...

24 Q. Credit officer and COO, when did you meet with
25 those people?

1 A. We got an e-mail message from I think it was
2 Dave Hickman asking if we could set aside time to meet
3 with these two folks in the very first few days of
4 November. We hadn't received a official response from
5 Oxford at that point in time, even though we had
6 repeatedly asked. And so we thought that all signs
7 pointed to this meeting to get a final answer from
8 Oxford on the tranche.

9 Q. Okay.

10 And did that meeting occur by telephone or in
11 person?

12 A. That was an in-person meeting.

13 Q. Where was that?

14 A. At MabVax's offices.

15 Q. And who participated in that meeting? Who
16 attended?

17 A. That was Chris Herr, Dave Hickman, Luke
18 Pohlman, and the chief credit officer and the chief
19 operating officer from Oxford, as well as Greg Hanson
20 and myself and our director of finance.

21 Q. Who was the director of finance?

22 A. Jay Novak.

23 Q. So -- and you believe that that meeting
24 occurred in November of 2016?

25 A. Yeah. Very early November 2016.

1 Q. And by November of 2016, is it correct that
2 MabVax had not completed obtaining interim data on its
3 ongoing phase 1 trial?

4 A. We made the public announcement on the data
5 from the trial on November 15th. So it was just days
6 short. But because of the rigor and the regulatory
7 requirements about putting an end point on clinical
8 trial, you can't say, oh, it's close and we'll report.
9 You have to finish. So that's what was going on.

10 Q. So what did you tell the folks from Oxford
11 about the state of the trial when you met with them in
12 early November 2016?

13 MR. SHAPIRO: Objection.

14 THE WITNESS: So at the -- by November, we
15 indicated to them that we thought that we would be able
16 to produce a public document which was required in the
17 loan terms on a successful phase 1A clinical trial very
18 shortly.

19 BY MR. WEBER:

20 Q. And what was their response to that?

21 A. Their response was that they were going to
22 decline funding the second tranche for three reasons.
23 And the reasons are that, number one, according to them,
24 that MabVax was too thinly capitalized for them to
25 become the major lender for MabVax. Their feeling was

1 that they're not in the venture capital business.
2 They're in the debt business. So the end capitalization
3 did not allow them to be comfortable to make that.

4 The other reason was that they had had
5 interactions with Mr. Honig, and they were very
6 uncomfortable making the second -- funding the second
7 tranche and not being able to count on Mr. Honig to
8 provide consent when needed for subsequent financing.

9 And, finally, to cap all that off, we were
10 conveniently late on reporting out the clinical trial
11 results, which gave them the opportunity to decline.

12 Q. And they told you this at the meeting?

13 A. Yes, they did.

14 Q. I'm going to put a -- sorry.

15 MR. WEBER: I've marked a document as
16 Exhibit 9, which will come up on your screen in a moment
17 here. There we go.

18 (Exhibit 9 marked)

19 BY MR. WEBER:

20 Q. Do you see this?

21 A. I do see it.

22 Q. Okay.

23 Have you seen this document before?

24 A. Can you scroll down to the bottom to see if my
25 name is on the bottom?

1 Q. Absolutely.

2 A. Yeah. Here we go.

3 Q. Is that your signature?

4 A. Yep.

5 Q. Okay.

6 Is this a letter that you sent to shareholders
7 in September 2016?

8 A. Yes.

9 Q. Okay.

10 And was this letter also filed with the SEC as
11 an attachment to a form ADK?

12 A. I believe so. I think that what I see at the
13 bottom is an SEC web location.

14 Q. That's correct. Just a little bit above your
15 signature, do you see there's six bullet points?

16 Do you see those?

17 A. Yep.

18 Q. Again, the last bullet point here, you wrote
19 that MabVax had 12 months' operating capital to complete
20 phase 1 milestones.

21 Do you see that?

22 A. Yes, I do.

23 Q. Did that presume that MabVax was going to
24 receive the second tranche of \$5 million from Oxford?

25 A. No.

1 Q. No, it didn't?

2 A. No, it didn't.

3 Q. So MabVax thought, or you thought, as of
4 September 2016, that MabVax had 12 months' operating
5 capital?

6 MR. SHAPIRO: Objection.

7 THE WITNESS: Yep. Yes.

8 BY MR. WEBER:

9 Q. How much was 12 months operating capital at
10 that time?

11 A. Off the top of my head, I can't tell you that.
12 I am familiar that there is a document that has just
13 that in it. With footnotes on the financial plan going
14 forward. So you'd have to bring up that document or
15 just accept the fact that I can't be precise.

16 Q. Well, I'm going to accept the fact that you
17 can't be precise because I'm not sure what document
18 you're referring to. But that's okay.

19 I'm going to show you another document. Give
20 me a minute here. Give me a moment, sir.

21 MR. WEBER: Okay. I've marked a document as
22 Exhibit No. 10. I will get it up on the screen as soon
23 as I can, assuming Exhibit Share will let me.

24 Here it comes. Okay.

25 (Exhibit 10 marked)